

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

DR. JACK F. TRACY, II,

Plaintiff,

vs.

SAFECO INSURANCE COMPANY OF
AMERICA,

Defendant.

CJ-13-101 L
Case No. CJ-201 STATE OF OKLAHOMA
CLEVELAND COUNTY S.S.

FILED In The
Office of the Court Clerk

JAN 22 2013

DOCKET _____ PAGE _____ RECORDED
Rhonda Hall, Court Clerk
DEPUTY

PETITION

COMES NOW the plaintiff, Jack F. Tracy II, and for his cause of action against the defendant alleges and states as follows:

1. Plaintiff, Jack F. Tracy II, is a resident of Cleveland County, State of Oklahoma.
2. This Honorable Court has jurisdiction pursuant to its general jurisdiction authorized by the Constitution of the State of Oklahoma.
3. Plaintiff is insured by the defendant pursuant to a Safeco replacement value homeowner's insurance policy. The insured premises is situated at 13117 Cloverleaf Lane, Oklahoma City, OK 73170 in Cleveland County. On approximately May 29, 2012, the insured premises was damaged by wind and hail causing damages to the home, particularly its roof and guttering.

Plaintiff filed Claim Number 780496015036.

4. Plaintiff had a repair estimate performed which depicted damages in the amount of \$9,003.42. The entire roof was damaged. The insurer/defendant is aware that the color and type of shingle on the plaintiff's roof is no longer available. Yet, it claims that the roof can be repaired to its original condition by replacing shingles (some of the shingles) one by one, but not replacing all

EXHIBIT

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shingles. The payment amount tendered by the defendant is absurd. This would result in an ugly Polka-dotted roof and is a breach of the defendant's duty of good faith and fair dealing in the instant case.

5. The defendant, in bad faith, and in a breach of its duty to replace the roof at equal value, claimed that total damages to the roof were \$2,461.48; that the deductible amount is \$1,739.00; and that the adjuster mailed him a check for a full, final, and complete settlement of damages to the roof in the amount of \$722.48. The defendant has finally agreed to pay the cost of the roof except for approximately \$2000.

6. Plaintiff has been forced to hire an attorney and expend money for court costs and attorney fees for which he should be compensated.

7. The acts of the defendant are in violation of roofing standards in the industry which mandate (1) replacement of the entire roof; and (2) further that even if shingles here and there are to be replaced, any replacement shingles must have similar color and appearance; and (3) the shingles must be of similar quality and weight.

8. The acts of the defendant violate its duty of good faith and fair dealing.

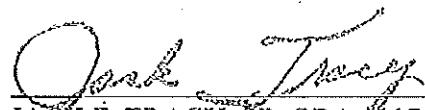
9. The defendant should be punished for its actions which are oppressing and in violation of 23 O.S. § 9.1.

10. Total damages of the instant case are the sum of \$74,999.00, plus prejudgment interest, attorney fees, and costs of this action.

WHEREFORE, premises considered, plaintiff prays for an award of \$8,003.00 in actual damages plus punitive damages, for a total damage amount of \$74,999; plus prejudgment interest, attorneys fees, and cost of litigation.

ATTORNEY'S LIEN CLAIMED

RESPECTFULLY SUBMITTED,



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